



# Healthcare Protect

Supporting people  
living independently

## Policy Wording

# Welcome

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## We would like to welcome you to Fish Insurance and thank you for buying your policy from us.

We have designed our policies and customer services to support our desire to be open, friendly and easy to deal with. So, whether you have any questions, problems or even complaints we want to hear about them.

Insurance policy documents can be a bit confusing, so we've tried our best to remove jargon and unfamiliar language to make it easy to understand.

This policy has been designed to provide cover for people who employ carers or personal assistants. To help your understanding we've added examples of real claims we have dealt with in the past in each section of 'Your cover'.

Our objective is to make the process as smooth as possible for every claim we receive. Taking a few minutes to read through this policy will assist you to understand what you are covered for and what you are not. If there is anything you don't understand, please get in touch.

*The Fish Team*

# Get in touch

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## Fish Insurance

You can get in touch with our UK based team by:



Email

admin@fishinsurance.co.uk



Call

Customer Service

**0333 331 3770**

Claims

**0333 331 3763**



LiveChat

www.fishinsurance.co.uk

Monday - Friday

9am - 5.30pm

## Supportis

Your policy includes a 24/7 Employment Law and Health & Safety advice line provided by Supportis. If you need to contact them, you can do so by:



Email

fish@supportis.com



Call 24/7 Advice Line

**0330 838 3474**

It is important to note that you must contact Supportis before you take any action against an employee or former employee.

If you need to contact Supportis you will need to quote your own policy number which is stated on your policy schedule and account no: **FIS044**.



## 01 Your Healthcare Protect policy

This section describes what you have bought, lists your details and some important definitions of words and phrases used in this document.

PAGE 5

## 02 How to

Here we explain how you can make a claim, make a change, cancel your policy, make a complaint or contact us for anything else.

PAGE 9

## 03 Your Cover

**Your cover is split into 5 sections:**

This section explains what's covered and what is not, the policy limits and important note(s) and conditions of the policy.

- **3.1** Employers' Liability.
- **3.2** Public Liability.
- **3.3** Additional carer costs.
- **3.4** Redundancy costs if you no longer need to employ someone.
- **3.5** Claims for cost of defending employment claims brought against you by your employee or former employee in a Civil Court or Employment Tribunal.

**Within each section we have explained:**

- What is covered.
- The maximum amounts your insurer will pay in the event of a claim.
- What you are not covered for.
- Important things you should be made aware of.

PAGE 14

## 04 What this policy does not cover in any instance

This section lists the 'general exclusions'. They are important to understand because you are not covered for these in any part of this policy.

PAGE 26

## 05 Employment Law and Health & Safety Services

Your policy provides plenty of support for employers. This section gives you information about all the services available to you.

PAGE 33

## 06 Legal and Regulatory information

This section provides the legal and regulatory information which we are required to provide to you.

PAGE 35

# 01

## Your Healthcare Protect policy

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This policy document is the basis of the contract **We** have together. This should be read alongside **Your** policy schedule. **We** will refer to this policy when deciding whether **You** are covered for any claim. If **You** read anything in this policy, or the documents that accompanies it, that **You** don't understand, please contact **Us** as soon as possible.

In this section **You** will find information about **Your** policy cover and the conditions that apply. It is important that **You**, and/or **Your** representative acting on **Your** behalf, understand these policy conditions as these must be adhered to at all times.

### 1.1. Your Insurers

Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited Limited provide the cover for:

- Employers' Liability.
- Public Liability
- Additional carer costs.
- Redundancy costs if **You** no longer need to employ someone.

The cover for legal costs and expenses relating to employment claims brought against **You** is provided by Financial & Legal Insurance Company Limited.

### 1.2. Providing accurate information

The information **You** give to **Us** must be accurate to the best of your knowledge.

**Your** responsibilities are to:

- Let **Us** know immediately if **Your** carer(s) change.
- Be honest and truthful in answering any questions **We** may ask.
- Not mislead or deliberately avoid providing information that **You** have been asked to give.
- Not make statements that are deliberately false.
- Let **Us** know as soon as possible about any changes to **Your** information, for example if **You** change **Your** address or name.

If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.



## 1.3. General conditions

**You** must follow all the policy terms and conditions and take all appropriate precautions to prevent a claim from happening. All **Insurers** expect **You** to take reasonable care to avoid a situation that might lead to a claim. For example, reasonable care includes:

- **You** properly maintain **Your** home and any equipment used for **Your** care.
- Anything which is hazardous that needs repairing or fixing is done without delay.
- Making sure people **You** employ to deliver **Your** care are trained well enough to do what is asked of them.
- **You** always comply with all UK legislation, including Health & Safety at Work Act and Employment Rights Act.
- Where cover depends on **You** meeting certain conditions **You** should meet them. **We** highlight these in the ‘Your cover’ section of this policy.

## 1.4. Your policy

**You** have bought a Healthcare Protect policy. To qualify for this policy **You** must employ carer(s) who carry out healthcare tasks for **You**. This policy provides cover for **Your** legal responsibilities as an employer. **You** have also paid for **Your** carer(s) Employee Protect policy or policies.

## 1.5. Your schedule and statement of fact

**Your** schedule and statement of fact details the information **You** have provided **Us**. These documents should be read alongside this policy. It also shows the start and end dates of **Your** cover. Please check all **Your** information and tell **Us** if anything is not right.

## 1.6. How long you are covered for

**Your** policy is for 12 months.

## 1.7. Where you are covered

The insurance in the following sections is provided by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited Limited and covers **You** in the United Kingdom:

3.1 Employers' Liability

3.2 Public Liability

3.3 Additional carer costs

3.4 Redundancy costs if **You** no longer need to employ someone.

The insurance in the following section is provided by Financial & Legal Insurance Company Limited, and covers **You** in the United Kingdom of Great Britain & Northern Ireland, Isle of Man and Jersey.

3.5 Claims for cost of defending employment claims brought against **You** by **Your Employee** or former **Employee** in a Civil Court or Employment Tribunal.

## 1.8. Understanding your cover

The 'Your cover' section explains:

- What **You** are insured for.
- The maximum **Your Insurer** can pay.
- What **You** are not insured for.
- Important note(s) and conditions of the policy, which could affect a claim if they are not followed.



### Important things **You** should be aware of:

Under some circumstances **Your** policy gives **You** cover outside these areas but only for short periods. For example, when **You** take a holiday abroad. **We** will tell **You** in 'Your cover' if temporary cover abroad is included.



## 1.9. Definitions we use

**We** want **You** to understand this policy. Sometimes **We** need to use words that may be unfamiliar or have more than one meaning in everyday life. Here is a list of the most common with a definition of what **We** mean when **We** use them.

When We say.....	We mean.....
<b>Accident</b>	Sudden physical damage caused to a person or object.
<b>Employee(s)</b>	<ol style="list-style-type: none"> <li>1. any person under a contract of service or apprenticeship with <b>You</b></li> <li>2. any person supplied to <b>You</b> under a contract or agreement, the terms of which deem that person to be in <b>Your</b> employment,</li> <li>3. any self-employed person,</li> <li>4. any person <b>You</b> hire or borrow,</li> <li>5. any member of <b>Your Family</b>,</li> <li>6. any helper, voluntary worker or temporary worker, including relatives and civil partners,</li> <li>7. any person engaged under a work experience, youth training or similar scheme.</li> </ol>
<b>Event</b>	an occurrence that <b>You</b> become aware of that may give rise to a claim under this policy.
<b>Family</b>	People related to <b>You</b> . For example, husband, wife, cohabiting or civil partner, parents, grandparents, brothers, sisters, or children.
<b>Insurer</b>	In sections 3.1, 3.2, 3.3 and 3.4 the <b>Insurer</b> is Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited. In section 3.5 the <b>Insurer</b> is Financial & Legal Insurance Company Limited.
<b>Legal Proceedings</b>	Action that will or could take place in a court of law.
<b>Product Supplied</b>	Any product or item sold, supplied, erected, repaired, altered, treated, installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by <b>You</b> .
<b>Support Duties</b>	Care and domestic duties provided by <b>Your Employees</b> that help <b>You</b> live independently.
<b>We/Us/Our</b>	Fish Insurance.
<b>You/Your</b>	The person listed in the policy schedule as the policyholder or their representative.

# 02

## How to

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### 2.1. How to make a claim

It is important that **You** let **Us** know about any claim or possible claim as soon as **You** can. **You** will be allocated a claims handler who will keep **You** updated so **You** know what is happening. **We** may ask **You** for information or documents to support **Your** claim, but **We** will only do this if **We** cannot get it ourselves or if **We** need to check it with **You**. If **Your Insurer** cannot pay a claim, **We** will explain why.

#### Making a redundancy claim

If **You** wish to make a redundancy claim, **You** must get advice from **Our** employment law specialists, Supportis, before **You** can make a claim. **You** must also follow their advice, or **Your** claim might not be paid.

**You** can call Supportis on **0330 838 3474**. Please have **Your** policy number (shown on **Your** schedule) and account no: FIS044 to hand as they will ask for this information. They will help **You** through the process and explain what **You** need to consider and what **You** need to do.

#### Making other claims

Telephone **Us** on **0333 331 3763** or email **Us** at **claims@fishinsurance.co.uk** to tell **Us** about a claim as soon as **You** can.

To assist **Us** with **Your** claim, it would be helpful if **You** have the following information to hand:

- What **You** know about the **Event** that has caused the claim.
- Names, addresses and contact information of the people or companies involved.



#### Important things **You** should be aware of:

If **You** think **Your** claim might lead to **Legal Proceedings**, or you're given notice that the person claiming is going to issue **Legal Proceedings**, tell **Us** immediately. Do not answer any correspondence or attempt to deal with the person claiming on the telephone. Pass everything on to **Your** claims handler and they will deal directly with them for **You**.



**Important things You should be aware of:**

Other insurance policies – If there is any other policy covering the same claim, **Your Insurer** will not pay more than their fair share of any claim that is chargeable to them.



**You** must not admit liability for or negotiate to settle any claim without **Our** or **Your Insurer's** written permission.



**Your Insurer** is entitled to take over and carry out the negotiation, defence or settlement of any claim in **Your** name, or in the name of any other person covered by this policy; **Your Insurer** can take proceedings in **Your** name. They can also do so in the name of any other person covered by, and in connection with, this policy. This will be done for **Your**, or **Our** own benefit.

## 2.2. How to ask a question about a claim you have submitted

**We** will keep **You** up to date with **Your** claim, but **You** can check progress at any time by calling **Your** claims handler on **0333 331 3763**.

## 2.3. How to make a complaint

It is **Our** intention to give **You** the best possible service however if **You** do have any cause for complaint about this insurance or the handling of any claim **You** should follow the complaints procedure below:

If **You** have a complaint regarding the sale or service of **Your** Policy or a claim which is not a liability claim, please contact Fish Insurance:  
Fish Insurance

Southgate House  
Southgate Street  
Gloucester  
GL1 1UB

Email: [complaints@fishinsurance.co.uk](mailto:complaints@fishinsurance.co.uk)  
Telephone: 0333 331 3770

If **You** have a complaint about the handling of a liability claim, please contact:

Kennedys Claims Handling  
6 Queen Street  
Leeds  
LS1 2TW  
Tel: 0845 207 7453  
or landline if preferred: 0113 531 4496  
Email: [bspoke@kennedyslaw.com](mailto:bspoke@kennedyslaw.com)

In all correspondence, please state that **Your** insurance is underwritten by Bspoke Underwriting Ltd and quote **Your** unique Policy number from **Your** Policy **Schedule**.

Following **Our** complaints procedure does not affect **Your** legal rights as a consumer. For further information **You** can contact the Citizens Advice Bureau or Trading Standards.

### Financial Ombudsman

If **We** have not completed **Our** investigations into **Your** complaint within 8 weeks of receiving **Your** complaint or if **You** are not happy with **Our** Final Response, **You** may ask the Financial Ombudsman Service (FOS) to look at **Your** complaint. If **You** decide to contact them, **You** should do so within 6 months of receiving **Our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

## 2.4. How to renew your policy

**We** will send **Your** renewal invitation to **You** and/or **Your** Local Authority, Support Organisation/ Integrated Care Board (ICB) before the policy renewal date. If **You** have not instructed **Us** otherwise, **We** will automatically renew **Your** cover, in accordance with **Our** Terms of Business.



## 2.5. How to cancel your policy

**You** can cancel **Your** policy at any time by calling **Us** on **0333 331 3770** or emailing **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk). Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate Street, Gloucester GL1 1UB. How **We** deal with **Your** request depends on whether **You** cancel within the policy 'cooling off' period or not.

### Cancelling in the 'cooling off' period

**Your** 'cooling off' period lasts 14 days from the day **You** received **Your** documents or in the case of renewal, 14 days after the renewal date. If **You** cancel within this period, **We** will refund all the money paid. No money can be refunded if **You** have made a claim in the 'cooling off' period.

### Cancelling after your 'cooling off' period

If **You** decide to cancel after the 14-day cooling-off period, **We** will charge **You** for the cover **You** and **Your Employees** have had up to the cancellation date. No money will be refunded if **You** have made a claim before the date **You** ask **Us** to cancel. Also, **We** will not issue any refund where the amount is £10.00 or less. Please refer to the Fish Terms of Business for details of the cancellation administration fee.

## 2.6. How to make a change to your policy

If **You** need to change **Your** policy, for example **You** have changed **Your** address or name, **You** can contact **Us** by calling **0333 331 3770** or email **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk). Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate Street, Gloucester GL1 1UB. **We** will tell **You** if **Your** request changes the cover or price. If it does, **We** will confirm with **You** that this is ok before proceeding.

## 2.7. How to let us know if your carer(s) change

If a carer(s) leaves **Your** employment, it is important that **You** let **Us** know straight away. **You** can do this by calling **0333 331 3770**.

## 2.8. How to get general advice about being an employer

Being an employer might be new to **You**. Occasionally **You** may need some guidance. **Your** policy includes a 24/7 Employment Law and Health & Safety advice service that **You** can use if **You** have any questions about being an employer. Some of the most common topics the advice service is contacted about are:

- Employment contracts.
- **Employee** conduct. For example, how to deal with poor performance and, if needed, disciplinary hearings.
- Holidays.
- National Minimum Wage.
- Redundancies.
- Working Time Regulations.

**You** can contact the 24/7 Employment Law and Health & Safety advice service by:

- Email **fish@supportis.com**
- Telephone: **0330 838 3474**.

Quote **Your** policy number (as shown **Your** policy schedule) account number FIS044 when **You** contact them.

## 2.9. How to contact us for anything else

**Our** aim is to make things as easy as possible for **You** and to provide a helpful service. For general enquiries, or if **You** are unsure which number to call for a specific enquiry, call **Our** team on **0333 331 3770** and they will help **You**.



### Important things **You** should be aware of:

- The Employment Law and Health and Safety services of this policy provides **You** with a lot more information on the support services **You** have access to.
- **You** must always contact Supportis for advice before taking any action against an **Employee** or former **Employee**.



# 03

## Your cover

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### Example claim

Carer trips on a loose floor tile whilst carrying out their duties in the policyholder's home and is injured.

## 3.1. Employers' Liability

This cover is provided by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited.

### 3.1.1. Cover

**Your Insurer** will cover **You** against all sums for which **You** become legally liable to pay as compensation and costs and expenses in respect of injury sustained by any **Employee** occurring in the United Kingdom and during the dates shown in **Your** schedule in connection with **Support Duties**.

The insurance pays for costs **Your Employee** incurs in attending court as a witness up to a daily limit of £100.

### 3.1.2. Additional cover

This section is extended to cover:

- ✓ **Trips abroad** – **Your** policy covers **You** in the United Kingdom. However, if **You** take a trip outside these areas for less than 30 days the main cover will still apply. The **Employee** helping **You** while **You** are abroad must be a UK resident.

- ✓ **Wrongful arrest** – Cover for **Employee** compensation due to wrongful arrest arising out of any theft or suspicion of theft. This includes the employee’s legal fees, if awarded, for wrongful arrest, malicious prosecution, false imprisonment or defamation.
- ✓ **Data Protection** – Cover for amounts **You** are legally responsible to pay due to the wrongful disclosure of **Your Employee’s** personal data held by **You**.

### 3.1.3. Indemnity to Principal

**We** will cover at **Your** request any Principal as far as is necessary to meet the requirements of any contract or agreement **You** have entered into for the performance of work but only to the same extent that **You** would have been covered under this policy if the claim had been made against **You**.

Provided that:

- a) the Principal:
  - i) is not entitled to claim under any other insurance or in any other way,
  - ii) has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply

- b) **We** retain the sole conduct and control of any such claim,
- c) Nothing in this extension will increase the maximum **We** will pay under the Employer’s liability limit stated in the schedule.

### 3.1.4. Maximum your Insurer will pay

The most **Your Insurer** will pay for all compensation and costs and expenses in respect of any one claim awarded against **You** is £10 million. However, any claims for wrongful arrest and data protection **Your Insurer** will not pay more than £10,000 during the period of cover.

**You** do not pay anything towards any claim made against **You**.



### 3.1.5. What You are not covered for

Some of the points in this part of **Your** policy relate to law so the use of jargon cannot be fully avoided. Where complicated language must be used, there are examples to help with **Your** understanding.



#### Example claim not covered

If **Your Employee** had an **Accident** in **Your** car with an uninsured driver and was injured, a claim under this policy would not be possible. In this example **Your Employee** may be able to claim under **Your** motor insurance policy.

**You** are not covered for any claims:

- ✘ Arising from **Events** that fall under Road Traffic Act laws.
- ✘ From an **Employee** if they are named on the policy as the employer.
- ✘ For injury when the policyholder is not judged to be at fault.
- ✘ From **Your Employee** if they have created an unsafe working environment which leads to them being injured – please see example claim.
- ✘ Under Data Protection as a result of any act of defamation, fraud or dishonesty. If **You** maliciously or mischievously disclose **Your** employee's personal data.

## 3.2. Public Liability

This cover is provided by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited.

### 3.2.1. Cover

**Your Insurer** will cover **You** against all sums for which **You** become legally liable to pay as compensation and costs and expenses in respect of an **Event** that causes:

- a) Injury
- b) Damage to property not belonging to **You** or **Your Family**

in connection with **Your** care and domestic duties **You** are receiving which happens in the United Kingdom and during the dates shown in **Your** schedule.

This insurance also pays for any:

- ✓ Legal costs and expenses defending any criminal proceedings against **You** for any breaches of health and safety at work law for which **You** are legally liable.

### 3.2.2 Indemnity to other Persons:

**We** will also cover the Public Liability of any of **Your Employees** covered under this section provided that liability or costs or expenses arises solely and directly from **Support Duties**.

However:

- a) Cover will be subject to the terms, exclusions and conditions of this policy as far as they can apply, as though they were **You**, and
- b) **We** will not pay more than the limit under Section 3.2.5 for each **Event** even if there are several people claiming under this section.

### 3.2.3. Indemnity to Principal

**We** will cover at **Your** request any Principal as far as is necessary to meet the requirements of any contract or agreement **You** have entered into for the performance of work but only to the same extent that **You** would have been covered under this policy if the claim had been made against **You**.

Provided that:

- a) the Principal:
  - i) is not entitled to claim under any other insurance or in any other way,
  - ii) has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- b) **We** retain the sole conduct and control of any such claim,
- c) Nothing in this extension will increase the maximum **We** will pay under the Public liability limit stated in the schedule.



### 3.2.4. Additional cover

This section is extended to cover:

- ✓ **Trips abroad** – **Your** policy only covers **You** in the United Kingdom. However, if **You** take a trip outside these areas for less than 30 days the main cover will still apply apart from any incident occurring in USA and Canada.  
**Your Employee** must be a UK resident to make a claim.

### 3.2.5. Maximum your Insurer will pay

The most **Your Insurer** will pay towards a claim awarded against **You** is £10 million.

Any costs that **We** have agreed to meet in connection with a claim under this Section will be payable in addition to the £10m limit stated above.

**You** do not pay anything towards any claim made against **You**.



#### Example claim not covered

Carer involved in car **Accident** whilst driving policyholder's vehicle. Claim would need to be made against the motor insurance policy.

### 3.2.6. What **You** are not covered for

This part of **Your** policy does not cover **You** for:

- ✗ Injury to **Employees**.
- ✗ Damage to property belonging to **You**.
- ✗ Damage or injury caused by motor vehicles.
- ✗ Damage or injury caused by other mechanically propelled vehicles.
- ✗ Damage caused by or arising from any **Product Supplied** other than the supply of food or drink for consumption on **Your** premises.

**Your** policy does not cover the following:

- ✗ Bodily injury to **You**.
- ✗ Any incidents which occur in USA and Canada.
- ✗ Any trips abroad lasting more than 30 days.

## 3.3. Additional carer costs

This cover is provided by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited.

This cover helps **You** towards the costs **You** might have, if **You** lose the services of an **Employee** on a temporary basis. It also helps if **You** need to replace an **Employee** due to summary dismissal or dispute.

### 3.3.1. What is covered

- ✓ If a carer is accidentally injured whilst performing **Support Duties** for **You**, **Your Insurer** will pay towards the additional costs for temporarily replacing **Your Employee**. For example, any increased salary costs for an agency carer versus **Your** full-time **Employee**.
- ✓ If **You** must immediately dismiss an **Employee** **Your Insurer** will pay towards the costs for replacing **Your** carer. **You** are also covered if a dispute with an **Employee** arises and **You** are required to temporarily replace them whilst the matter is resolved.

### 3.3.2. Maximum your Insurer will pay

- ✓ If **Your** carer is injured at work a benefit of up to £250 per week will be paid to **You** for any increased care costs. The maximum the **Insurer** will pay is £1250 in any one policy year.
- ✓ Up to £300 (including VAT) towards the costs associated to recruiting a replacement carer due to:
  - A summary dismissal.
  - Your carer providing notice to terminate their employment.

**You** do not pay anything towards a claim.



#### Important things **You** should be aware of:

**You** must seek advice from **Our** employment law specialists, Supportis, before **You** take any action to summarily dismiss an **Employee** or if a dispute arises. **You** can telephone them on **0330 838 3474**. They will explain what **You** need to consider and what **You** need to do.



**Important things You should be aware of:**

Existing medical conditions also include those associated with mental health, such as anxiety and depression.

**3.3.3. What You are not covered for**

This part of **Your** policy does not cover **You**:

- ✘ For replacement carer costs for the first 7 days after the date of the injury.
- ✘ If **You** cannot provide evidence of **Your** claim. For example, a medical certificate showing that an **Employee** cannot work due to an injury.
- ✘ If **You** do not contact Supportis to seek advice. This must be done as soon as possible in connection with any summary dismissal or **Employee** dispute.

If any of the following contributed to the temporary loss of an **Employee**, **You** will not be covered:

- ✘ If the absence was caused by an existing medical condition. This also applies if an existing medical condition contributed to it.
- ✘ Because **Your Employee** committed a criminal act.
- ✘ Because of alcohol and substance abuse.
- ✘ If the carer deliberately injured themselves.

## 3.4. Cover for redundancy costs if you no longer need to employ anyone

This cover is provided by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited.

**3.4.1. Main Cover**

This part of **Your** insurance covers:

- ✓ The costs of making **Employees** redundant. For example, if **You** decide to move to residential care and **You** no longer need to employ anyone.
- ✓ The costs of the notice period **You** must pay to **Your Employee** as a result of redundancy.

**Important things You should be aware of:**

**You** must seek advice from **Our** employment law specialists, Supportis, before **You** discuss redundancy with anyone. Even if **You** are only thinking about **Your** options speak to Supportis first on **0330 838 3474**. They will help **You** through the entire process and explain what **You** need to consider and what **You** need to do.

Redundancy and cost of notice period claims can only be made if the person receiving care:

- Goes into full-time residential or nursing care.
- Passes away.
- Is told that funds are being reduced or withdrawn.

#### 3.4.2. Maximum your Insurer will pay

The final amount paid will be in line with the redundancy rate as required by law. This will depend on how long someone has been employed by **You**. However, the policy will not pay no more than:

- ✓ £2,000 per **Employee** or a maximum of £4,000 if more than one **Employee** is made redundant.
- ✓ £450 for all cost of notice period claims.

#### 3.4.3. Important things You need to know

**You** can only make a claim for redundancy if:

- **You** were not aware of anything that might produce a redundancy claim when **You** started the policy. For example, **Your** care hours were being reduced and **You** knew this before buying the policy.
- **You** notify **Us** within 8 weeks of the redundancy start date.
- **You** provide all documents **We** or **Your Insurer** ask for to support the claim.
- When claiming for a **Family** member **You** produce evidence they were employed. For example, an employment contract or payslips.

- Personal contributions **You** have agreed to make to **Your** care budget are up to date.
- Your account with HMRC with regards to **Your Employees** is up to date.

**You** can only make a claim for cost of notice if **You** are making **Your Employee** redundant and they are entitled to redundancy pay under UK legislation.

#### Guidance for Executors

**You** will need to take advice from Supportis before dismissing staff for redundancy. **You** may also be entitled to make a claim towards the costs of redundancy pay under this policy. Guidance is provided below.

- Check if the deceased employed their own carers. If **You** are unsure **You** can contact the local social service department.
- Do not discuss dismissals with current staff before checking if insurance is in place.
- Please call **Us** on **0333 331 3770** to check if there is a current policy in force by providing the name and address of the deceased.
- If a policy is in force **You** will then be required to contact Supportis for advice on **0330 838 3474**.
- If no insurance is in force and you're required to dismiss staff **You** should contact, and seek advice from, ACAS (UK Mainland) or the Labour Relations Agency (Northern Ireland).



#### 3.4.4. What **You** are not covered for

This part of **Your** policy does not cover **You** if:

- ✘ There are enough funds in the direct payment/ personal budget account which meets the costs of the redundancy payments at the point of redundancy.
- ✘ **You** make a new arrangement to re-employ the person being made redundant.
- ✘ **You** act fraudulently in any way.
- ✘ **You** don't get advice from Supportis or **You** fail to follow their advice.
- ✘ The redundancy is voluntary.
- ✘ The redundancy happens because **Your** local authority or integrated care board (ICB) reduce or withdraw funds from everyone. For example, because central Government changes the law on how care is provided.

## 3.5. Cover for legal costs and expenses relating to employment claims brought against you

This cover is provided by Financial & Legal Insurance Company Limited.

### 3.5.1. Main Cover

This cover helps pay for the cost of defending employment claims brought against **You** by **Your Employee** or former **Employee** in a Civil Court or Employment Tribunal.

Employment claims can arise from a dispute relating to a contract of employment or from an alleged breach of an employee's statutory rights under employment legislation.



#### Important things **You** should be aware of:

**You** must seek advice from **Our** employment law specialists, Supportis, before **You** act against an **Employee**. Even if **You** are only thinking about **Your** options speak to Supportis first on **0330 838 3474**. They will help **You** through the entire process and explain what **You** need to consider and what **You** need to do.

This part of **Your** insurance covers:

- ✓ The defence costs in defending **You** in an employment claim.
- ✓ Compensation and damages payable by **You** as determined by a Civil Court or Employment Tribunal.
- ✓ Economic (out of court) settlements approved in advance of a Civil Court or Employment Tribunal hearing.

### 3.5.2. Maximum your Insurer will pay

- ✓ The most **Your Insurer** will pay per claim is £200,000.
- ✓ The most **Your Insurer** will pay in each insurance year if **You** need to make more than one claim is £2,000,000.



#### Important things You should be aware of:

This cover section is 'advice-dependent'. This means that the insurance will only respond if **You** have taken and followed the advice from Supportis before **You** act against an **Employee**.



On notification of an employment claim a legal representative will be appointed for **You**. This will be an employment law specialist and an expert in handling employment claims.



If **You** wish to instruct **Your** own legal representative, **You** must notify Supportis immediately as this will need to be approved by the **Insurer**. Any costs incurred prior to approval will not be covered.



Cover for compensation and damages is limited to awards for unfair dismissal and indirect discrimination only.



### 3.5.3. What You are not covered for

This part of the policy does not cover **You** for any:

- ✘ Employment claim arising from an **Event** where **You** haven't taken, and followed, the advice provided by Supportis. The advice explains the legally correct procedure to follow. Advice must be sought before any action is taken against an **Employee**.
- ✘ Employment claim in which **You** have not given full and detailed information. This is to enable Supportis to give relevant advice.
- ✘ **Event** that occurred before this insurance policy was in place.
- ✘ Compensatory awards that relate to a finding of direct discrimination, harassment or victimisation.
- ✘ Compensatory awards for a dismissal that is found to be automatically unfair in law.
- ✘ Unpaid amounts due under a contract of employment or under a statutory provision (for example unpaid wages or redundancy payments).
- ✘ Award relating to the breach of a fixed term contract.
- ✘ Claims for personal injury, illness, disease, death or loss of or damage to property.
- ✘ Claims for detriment (these are claims made by **Employees** for unfair action taken against them by their employer).

- ✘ Claim arising from trade union activities, trade union membership or non-membership.
- ✘ Costs incurred by an unapproved legal representative.
- ✘ There must be more than a 50% chance of **You** recovering damages, defending a claim or prosecution or obtaining a legal remedy.
- ✘ **You** must tell us of a claim or any incident that may lead to a claim as soon as reasonably possible and no later than 180 days after the date on which **You** first knew about the incident.

### 3.5.4. Claim Conditions

**You** must ensure that **You** comply with the following conditions as **Your** cover could be affected if they are not followed:

#### Information about the claim

- **You** must send Supportis written details of any claim as soon as possible.
- **You** must always give your legal representative a full and truthful account of **Your** affairs, including relevant supporting information.
- **You** must tell **Your** legal representative of any offer to settle a claim as soon as possible.

### Legal representation

- Upon notification a representative will be appointed for **You** in **Your** name and on **Your** behalf in all cases.
- Should **You** wish to appoint **Your** own legal representative, **You** must notify Supportis immediately for approval.

### Control of the claim

The **Insurer** will have direct contact with **Your** legal representative who must:

- Represent **You** according to the **Insurer's** terms of appointment.
- Always co-operate fully with Supportis and the **Insurer**.
- Keep Supportis and the **Insurer** up to date with the progress of the claim.
- Take all steps to keep any amount the **Insurer** has to pay as low as possible.

### Settlement

- The **Insurer** can settle any employment claim at any time by paying the reasonable value of **Your** claim.
- **You** or **Your** legal representative must not negotiate, settle the claim or agree to pay legal costs without the **Insurer's** written agreement.

- If **You** refuse to settle the claim, following advice to do so from **Your** legal representative, the **Insurer** reserves the right to refuse to pay further legal costs.
- If **You** or **Your** legal representative negotiate, settle or withdraw from a claim without the **Insurer's** consent then cover will end at once.



#### Important things You should be aware of:

Always co-operate fully with **Your** legal representative and Supportis.



Follow **Your** legal representative's advice.



Take all necessary steps to keep any amount the **Insurer** has to pay as low as possible.

# 04

What this policy does not cover in any instance

The below definitions relate to what is not covered in this Section. Please refer to the 'Definitions We use' in Section 1.9 for the list of other definitions used in this document.

## Definitions

<b>Computer System</b>	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, <b>Data</b> storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
<b>Damage / Damaged</b>	Accidental physical loss, damage, or destruction.
<b>Data</b>	Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a <b>Computer System</b> .

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## Definitions

### Pollution

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to:
  - i. any actual, threatened, feared, or perceived use of any biological, chemical, radioactive or nuclear agent, material, or device, whether or not related in any way to any act of **Terrorism**, and
  - ii. the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, **Damage** or injury directly or indirectly caused by pollution or contamination as stated in a) above.

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You are not covered for:	This means:
<p>✘ <b>Asbestos</b></p>	<p>This policy does not provide insurance for losses or indirect losses arising from the manufacture, mining, processing, distribution, testing, remediation, storage, sale, use or exposure to asbestos materials or materials containing asbestos.</p>
<p>✘ <b>Computer Hacking or Misuse</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:</p> <ul style="list-style-type: none"> <li>a) actual or anticipated publication of <b>Data</b> including but not limited to privileged information or sensitive personal <b>Data</b>; or</li> <li>b) actual or suspected theft of <b>Data</b> including but not limited to privileged information and sensitive personal <b>Data</b>.</li> </ul>
<p>✘ <b>Computer Systems</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability arising out of failure of any <b>Computer System</b>, whether or not <b>Your</b> property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any <b>Computer System</b> relating to date or time compliance.</p>
<p>✘ <b>Computer Virus</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted</p> <ul style="list-style-type: none"> <li>i) For the purposes of this <b>Policy</b>, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.</li> <li>ii) For the purposes of this <b>Policy</b>, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.</li> </ul>

Continued on next page >

You are not covered for:	This means:
<p>✘ <b>Contractual Liability</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability which is assumed by <b>You</b> under agreement unless liability would have arisen in the absence of that agreement.</p>
<p>✘ <b>Dangerous Dogs (not applicable to Employers' Liability)</b></p>	<p><b>Your Insurers</b> use the legal definition to decide if a dog falls into this category. If a dangerous dog is the cause of a claim, <b>You</b> will not be covered.</p>
<p>✘ <b>Defamation</b></p>	<p><b>You</b> will not be covered if a claim is made against <b>You</b> because <b>You</b> have damaged someone's reputation and that damage contributes to the reason a claim is made.</p>
<p>✘ <b>Deliberate and Malicious Acts</b></p>	<p><b>Your</b> policy does not cover <b>You</b> if <b>You</b> did something that could lead to a claim against <b>You</b> resulting from:</p> <ul style="list-style-type: none"> <li>a) a deliberate or</li> <li>b) malicious act or</li> <li>c) failure to act (omission)</li> </ul> <p>by any person entitled to cover under this policy if, taking into account the circumstances above, the resulting injury could reasonably have been expected.</p>
<p>✘ <b>Due Care</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability caused by or arising out of the deliberate, conscious or intentional disregard of <b>Your</b> obligation to take all reasonable steps to prevent bodily injury or loss of or <b>Damage</b> to property.</p>

Continued on next page >



You are not covered for:	This means:
<p>✘ <b>Infectious Disease (not applicable to Employers' Liability)</b></p>	<p>Notwithstanding any provision herein, this insurance does not cover any loss or damage, liability, claim, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:</p> <ul style="list-style-type: none"> <li>a) Coronaviruses; and</li> <li>b) Coronavirus disease (COVID-19); and</li> <li>c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and</li> <li>d) any mutation of or variation of a), b) or c) above; and</li> <li>e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and</li> <li>f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.</li> </ul>
<p>✘ <b>Jurisdictions Outside the Territorial Limits</b></p>	<p><b>We</b> will not cover <b>Your</b> liability for any payments connected to any:</p> <ul style="list-style-type: none"> <li>a. judgment</li> <li>b. award or</li> <li>c. settlement</li> </ul> <p>made outside the United Kingdom</p>
<p>✘ <b>Micro-organism (not applicable to Employers' Liability)</b></p>	<p><b>We</b> will not indemnify <b>You</b> against any loss, <b>Damage</b>, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro- organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.</p> <p>This Exclusion applies regardless whether there is;</p> <ul style="list-style-type: none"> <li>i) any physical loss or <b>Damage</b> to insured property.</li> <li>ii) any loss of use occupancy or functionality;</li> <li>iii) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.</li> </ul> <p>This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters</p>

You are not covered for:	This means:
<p><b>✘ Pollution (not applicable to Employers' Liability)</b></p>	<p>Pollution unless any loss or damage arises as a direct result of an accident.</p>
<p><b>✘ Punitive Damages, Penalties &amp; Fines</b></p>	<p><b>We</b> will not cover <b>You</b> for any:</p> <ul style="list-style-type: none"> <li>a) fines and penalties</li> <li>b) punitive or exemplary awards.</li> </ul>
<p><b>✘ Radiation</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by any:</p> <ul style="list-style-type: none"> <li>a) Irradiation, or contamination by nuclear material; or</li> <li>b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or</li> <li>c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.</li> </ul>
<p><b>✘ Sanctions</b></p>	<p>We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.</p>

Continued on next page >



You are not covered for:	This means:
<p>✘ <b>Sonic Bangs</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Damage</b> caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p>
<p>✘ <b>Terrorism (not applicable to Employers' Liability)</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.</p> <p>Any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination shall be excluded.</p>
<p>✘ <b>War</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or Damage to Property by or under the order of any government, local or public authority.</p>

**This policy also does not cover:**

- Any claim in connection with an occurrence prior to the commencement of this insurance.
- **You** engaging in any illegal or criminal act.
- **You** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
- Suicide, attempted suicide or deliberate injury to **You** or putting yourself in unnecessary danger (unless trying to save human life).

# 05

## HR, Employment Law and Health & Safety Services

This service is not regulated by the Financial Conduct Authority

This section (5.) is provided by Supportis

supportis

### Who is Supportis?

Our team of friendly and knowledgeable advisers are Employment Law, HR and Health & Safety specialists in the care sector and are here to guide you with clear, practical advice whenever you need it – 24/7.

At Supportis, we pride ourselves on being approachable, responsive, and solution-focused. Whether it's a quick query or a more complex situation, you can count on us for reliable support.

With Supportis, you'll have our experts on hand at all times, so you can focus on what matters most, knowing that professional guidance is just a call away.

### What services do Supportis provide?

- **Unlimited, 24/7 advice** on HR, Employment Law and Health & Safety matters related to employing and managing your employees.
- **Template policies** and employment contracts ready to use for PAs and carers.



The expert team at Supportis can provide advice to assist You with the complexities of your obligations as an employer. You can contact them anytime by:



Email  
fish@supportis.com



Call 24/7 Advice Line  
0330 838 3474

- **Bespoke documentation**, including letters, policies, and other employment-related documents tailored to your needs.
- **Specialist legal support** for settlement agreements, post-employment issues, and wider legal matters.
- **Access to webinars**, covering key and topical employment law subjects.
- **Secure online portal (Cirrus)** to manage your documents, track advice queries, and provide controlled access to representatives or PAs.
- **Dedicated team of HR experts in care**, with experience in advising on home employment and the care sector, providing practical and solution-focused guidance.
- **Assistance with Employment Tribunal matters**, backed by Legal Expenses Insurance (underwritten by Financial & Legal Insurance Company Limited) when you follow Supportis advice from the start.
- **Regular newsletters**, keeping you up-to-date with relevant employment law changes, best practice and news.

## How can Supportis support you?

Supportis can support with a wide range of employment law related queries, including:

- Investigations, disciplinary matters, and conduct
- Recruitment, hiring, and selection of PAs or carers
- Complaints and grievances
- Sickness, absence, and time off
- Appraisals, performance reviews, and management (performance management processes)
- Family-friendly policies and leave entitlements
- Employment status (employee, worker, or self-employed)
- Changes to roles or responsibilities

# 06

## Legal and regulatory information

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Below is legal and regulatory information which We are required to provide You. Contact Us if You need any further explanation of this section.

### 6.1. The service providers

#### Sections 3.1 to 3.5

The insurance in the following sections is underwritten by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited:

- 3.1 Employers' Liability.
- 3.2 Public Liability.
- 3.3 Additional carer costs.
- 3.4 Cover for redundancy costs if you no longer need to employ someone.

The insurance in the following section is underwritten by Financial & Legal Insurance Company Limited:

- 3.5 Legal costs and expenses relating to employment claims brought against you.

#### AUTHORISATION & REGULATION (in respect of Sections 3.1 to 3.4)

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited, which is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. It's trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO5 4NE.

Fish Insurance is authorised and regulated by the Financial Conduct Authority under Firm Reference 310172. Fish Insurance is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.



Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>.

Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

### **AUTHORISATION & REGULATION (in respect of Section 3.5)**

This cover is arranged by Supportis Ltd who are an appointed representative of Financial & Legal Insurance Company Ltd.

Financial & Legal Insurance Company Limited Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 202915. Company Registration Number 03034220. Registered Office: Cheadle Royal Business Park, No 5400 Lakeside, Cheadle, SK8 3GQ.

### **Section 5**

Employment Law and Health & Safety Services detailed in Section 5 are provided by Supportis Limited, Cheadle Royal Business Park, No 5400 Lakeside, Cheadle, SK8 3GQ.

## 6.2. Cancellation by us or by your Insurer

**We**, or **Your Insurer**, can cancel this policy by giving **You** 14 days' notice in writing, either by email or by post. Circumstances that may cause **Us** or **Your Insurer** to cancel are very limited but would happen, for example:

- **You** fail to provide documents **We** have requested.
- Non-compliance with the policy terms and conditions.
- If **You** use threatening or abusive behaviour.

If **We** or **Your Insurer** cancels **Your** policy, **We** will provide a refund of premium to **Your** employer less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 41.

## 6.3. Cancellation by you or your representatives

**You** can cancel **Your** policy at any time by calling **Us** on **0333 331 3770** or emailing **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk).

Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate Street, Gloucester GL1 1UB. How **We** deal with **Your** request depends on whether **You** cancel within the policy 'cooling off' period or not.



#### **Cancelling in the ‘cooling off’ period**

**Your** ‘cooling off’ period lasts 14 days from the day **You** received **Your** documents or in the case of renewal, 14 days after the renewal date. If **You** cancel within this period, **We** will refund all the money paid. No money can be refunded if **You** have made a claim in the ‘cooling off’ period.

#### **Cancelling after your ‘cooling off’ period**

If **You** decide to cancel after the 14-day cooling-off period, **We** will charge **You** for the cover **You** and **Your Employees** have had up to the cancellation date. No money will be refunded if **You** have made a claim before the date **You** ask **Us** to cancel. Also, **We** will not issue any refund where the amount is £10.00 or less. Please refer to the Fish Terms of Business for details of the cancellation administration fee.

## 6.4. Financial Services Compensation Scheme

If Accelerant Insurance UK Limited or Financial & Legal Insurance Company Limited cannot meet their obligations, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## 6.5. Your personal information

### 6.5.1. Insurer Privacy Notice

#### **Bspoke Underwriting Ltd**

We are Bspoke Underwriting Ltd, our data controller registration number, issued by the Information Commissioner’s Officer, is Z7739575.

This information is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what we do with the information that we collect about you and we process your personal data in accordance with the relevant data protection legislation.

#### **Why do we process your data?**

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

#### **What information do we collect about you?**

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy and fulfil our contract of insurance.

For specific types of insurance policies, for example when offering you a Personal Accident policy, we may process some special categories of your personal data, such as information about your health. We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

#### **Privacy Notice**

You can get more information about this by viewing our full Privacy Notice online here or request a copy by emailing us at [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk). Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.



### **Accelerant Insurance UK Limited**

Certain personal data related to this policy is also processed by Accelerant Insurance UK Limited, which underwrites the risks under this insurance policy. Accelerant Insurance UK Limited acts as an independent data controller for limited purposes such as portfolio and risk management, regulatory oversight, and compliance with applicable laws. Accelerant does not collect personal data directly from individuals but receives it from Bspoke Underwriting Ltd as part of policy administration. Further information on how Accelerant Insurance UK Limited handles personal data is available at: <https://accelerant.ai/privacy-policy/>.

### **6.5.2 Supportis Limited and Financial & Legal Insurance Company Limited Data Protection**

Supportis Limited data controller registration number, issued by the Information Commissioner's Office, is ZA051047.

Financial & Legal Insurance Company Limited data controller registration number, issued by the Information Commissioner's Office, is Z561011X.

### **6.5.3 Supportis Limited and Financial & Legal Insurance Company Limited Privacy Notice**

You can get more information about the Supportis Limited privacy notice by viewing our full privacy notice online at [supportis.com](https://supportis.com) or request a copy by emailing us at [hello@supportis.com](mailto:hello@supportis.com).

Alternatively, You can write to us at: Data Protection, Supportis Limited, Cheadle Royal Business Park, No 5400 Lakeside, Cheadle, SK8 3GQ.

You can get more information about the Financial & Legal Insurance Company Limited privacy notice by viewing our full privacy notice online at [financialandlegal.co.uk](https://financialandlegal.co.uk) or request a copy by emailing us at [info@financial&legal.co.uk](mailto:info@financial&legal.co.uk).

Alternatively, you can write to us at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 5400 Lakeside, Cheadle, SK8 3GQ.

## **6.6. Jurisdiction and Law**

This insurance policy is governed by English Law

## 6.7. Contract (Rights of Third Parties) Act 1999

Contract (Rights of Third Parties) Act 1999

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 6.8. Fraudulent Claims

If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to the following.

- Making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false.
- Sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false.
- Making a claim for any loss or damage **You** caused deliberately.
- Acting dishonestly or exaggerating a claim.

**We;**

- are not liable to pay the claim; and
- may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right as above, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract. Such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

This information may also be shared with the police and other **Insurers** for fraud prevention purposes.





# Healthcare Protect

**Supporting people  
living independently**

Fish Insurance is a trading name of Fish Administration Ltd which is authorised and regulated by the Financial Conduct Authority under Firm Reference 310172. Fish Insurance is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Fish Insurance is part of PIB Group.